IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

SUMMARY SUIT NO.2846 OF 2001

The National Small Industries Corporation Ltd....Plaintiff.
Versus
Shri Anand N. Pawar. ...Defendant.

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Ms.Usha R. Tiwari for the Plaintiff.
None for the Defendant.

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CORAM : DR. D.Y. CHANDRACHUD, J.

June 19, 2007.

P.C.:

The suit under Order 37 of the Code of Civil Procedure, 1908, is based on the hire purchase agreement dated 24th June 1986 under which the Plaintiff delivered to the Defendant machinery of a value of Rs.79,652/-. The Defendant was liable to pay the total amount of consideration in 13 half yearly instalments together with interest at the rate of 12.5% per annum. The agreement stipulated a liability to pay additional interest at 2% per annum on default in the payment of instalments. The Defendant has committed default in the payment of instalments. As on 31st March 2001, a sum of Rs.94,467-

became due and payable to the Plaintiff. Despite a notice of demand dated 21st April 1999, the outstanding payment has not been made. Earlier, by an acknowledgment dated 18th December 1998, the Defendant confirmed and acknowledged the liability in the total amount of Rs.32,000/- together with interest.

The Defendant has not entered appearance despite service of the writ of summons. An affidavit of service has been filed. A compilation of the original documents has also been filed on the basis of which the claim is established. The claim in the suit falls within the purview of Order 37 of the Code of Civil Procedure, 1908. The suit shall accordingly stand decreed, as prayed, in terms of prayer clauses (a) and (b).

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